



STATE OF MONTANA REQUEST FOR PROPOSAL (THIS IS NOT AN ORDER)

RFP Number:
0702PROS

RFP Title:
Child Care Inclusion Services and Coordination

RFP Due Date and Time:
September 8, 2006
5:00 PM, Local Time

Number of Pages: 27

ISSUING AGENCY INFORMATION

Procurement Officer:
Renne't Sarbu

Issue Date:
August 7, 2006

DPHHS
Human and Community Services Division
Early Childhood Services Bureau
P.O. Box 202925
Helena, MT 59620-2925

Phone: (406) 444-1788
Fax: (406) 444-2547
TTY Users, Dial 711

Website: <http://www.mt.gov>

INSTRUCTIONS TO OFFERORS

Return Proposal to:

DPHHS
Human and Community Services Division
Early Childhood Services Bureau
P.O. Box 202925
Helena, MT 59620-2925

Mark Face of Envelope/Package:

RFP Number: 0702PROS
RFP Due Date: September 8, 2006
Special Instructions:

IMPORTANT: SEE STANDARD TERMS AND CONDITIONS

OFFERORS MUST COMPLETE THE FOLLOWING

Offeror Name/Address:

Authorized Offeror Signatory:

(Please print name and sign in ink)

Offeror Phone Number:

Offeror FAX Number:

Offeror Federal I.D. Number:

Offeror E-mail Address:

OFFERORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE

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OFFEROR'S RFP CHECKLIST

The 10 Most Critical Things to Keep in Mind When Responding to an RFP for the State of Montana

1. _____ **Read the entire document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. _____ **Note the procurement officer's name, address, phone numbers and e-mail address.** This is the only person you are allowed to communicate with regarding the RFP and is an excellent source of information for any questions you may have.
3. _____ **Attend the pre-proposal conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the State of any ambiguities, inconsistencies, or errors in the RFP.
4. _____ **Take advantage of the “question and answer” period.** Submit your questions to the procurement officer by the due date listed in the Schedule of Events and view the answers given in the formal “addenda” issued for the RFP. All addenda issued for an RFP are posted on the State’s website and will include all questions asked and answered concerning the RFP.
5. _____ **Follow the format required in the RFP** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. _____ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don’t assume the State or evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the State. The proposals are evaluated based solely on the information and materials provided in your response.
7. _____ **Use the forms provided**, i.e., cover page, sample budget form, certification forms, etc.
8. _____ **Check the State’s website for RFP addenda.** Before submitting your response, check the State’s website at <http://www.mt.gov> or www.childcare.mt.gov to see whether any addenda were issued for the RFP. If so, you must submit a signed cover sheet for each addendum issued along with your RFP response.
9. _____ **Review and read the RFP document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.
10. _____ **Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late proposal responses are **never** accepted.

This checklist is provided for assistance only and should not be submitted with Offeror’s Response.

SCHEDULE OF EVENTS

EVENT

DATE

RFP Issue Date	August 7, 2006
Letter of Intent Due Date	August 18, 2006
Deadline for Receipt of Written Questions	August 21, 2006
Deadline for Posting of Written Answers to the State's Website ...	August 25, 2006
RFP Response Due Date	September 8, 2006
Intended Date for Contract Award	September 22, 2006

SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

1.0 PROJECT OVERVIEW

The STATE OF MONTANA, Department of Public Health and Human Services/ Early Childhood Services Bureau, (hereinafter referred to as “the State”) invites you to submit a proposal for the Child Care Inclusion Services and Coordination Grant. The goal of this RFP is to strengthen the existing child care system in Montana to better meet the needs of children with special needs and their families through the delivery of extensive training and technical assistance. Approximately \$86,000 is available for *Child Care Inclusion Services and Coordination*. The department anticipates funding one contract renewable for a period of up to five years, depending upon continued federal funding. Contracts awarded will be limited to a maximum of \$86,000 each contract year.

This project is funded as part of the State of Montana’s “Best Beginnings” quality child care initiatives and contingent upon continued Federal funding through the Child Care and Development Fund.

A more complete description of the services sought for this project is provided in Section 3, Scope of Project. Proposals submitted in response to this solicitation must comply with the instructions and procedures contained herein.

1.1 CONTRACT TERM

The contract term is for a period of **one** year beginning **October 1, 2006** and ending **September 30, 2007**. Renewals of the contract, by mutual agreement of both parties, may be made at **one**-year intervals, or any interval that is advantageous to the State, not to exceed a total of **five** years, at the option of the State.

1.2 SINGLE POINT OF CONTACT

From the date this Request for Proposal (RFP) is issued until an offeror is selected and the selection is announced by the procurement officer, **offerors are not allowed to communicate with any state staff or officials regarding this procurement, except at the direction of Renne’t Sarbu**, the procurement officer in charge of the solicitation. Any unauthorized contact may disqualify the offeror from further consideration. Contact information for the single point of contact is as follows:

Procurement Officer:	Renne’t Sarbu
Address:	PO Box 202925, Helena, MT 59620-2925
Telephone Number:	(406) 444-5925
Fax Number:	(406) 444-2547
E-mail Address:	resarbu@mt.gov

1.3 REQUIRED REVIEW

1.3.1 Review RFP. Offerors should carefully review the instructions; mandatory requirements, specifications, standard terms and conditions, and contract set out in this RFP and promptly notify the procurement officer identified above in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover upon examination of this RFP. This should include any terms or requirements within the RFP that either preclude the offeror from responding to the RFP or add unnecessary cost. This notification must be accompanied by an explanation and suggested modification and be received by the deadline for receipt of written or e-mailed inquiries set forth below. The State will make any final determination of changes to the RFP.

1.3.2 Form of Questions. Offerors with questions or requiring clarification or interpretation of any section within this RFP must address these questions in writing or via e-mail to the procurement officer referenced above on or before **August 21, 2006**. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.

1.3.3 State's Answers. The State will provide an official written answer by **August 25, 2006** to all questions received by **August 21, 2006**. The State's response will be by formal written addendum. Any other form of interpretation, correction, or change to this RFP will not be binding upon the State. Any formal written addendum will be posted on the State's website alongside the posting of the RFP at <http://www.mt.gov> or the Early Childhood Services Bureau's websites at www.childcare.mt.gov by the close of business on the date listed. ***Offerors must sign and return any addendum with their RFP response.***

1.4 GENERAL REQUIREMENTS

1.4.1 Acceptance of Standard Terms and Conditions/Contract. By submitting a response to this RFP, offeror agrees to acceptance of the standard terms and conditions and contract as set out in Appendices A and B of this RFP. Much of the language included in the standard terms and conditions and contract reflects requirements of Montana law. Requests for additions or exceptions to the standard terms and conditions, contract terms, including any necessary licenses, or any added provisions must be submitted to the procurement officer referenced above by the date for receipt of written/e-mailed questions and must be accompanied by an explanation of why the exception is being sought and what specific effect it will have on the offeror's ability to respond to the RFP or perform the contract. The State reserves the right to address non-material requests for exceptions with the highest scoring offeror during contract negotiation. Any material exceptions requested and granted to the standard terms and conditions and contract language will be addressed in any formal written addendum issued for this RFP and will apply to all offerors submitting a response to this RFP. The State will make any final determination of changes to the standard terms and conditions and/or contract.

1.4.2 Resulting Contract. This RFP and any addenda, the offeror's RFP response, including any amendments, a best and final offer, and any clarification question responses shall be included in any resulting contract. The State's contract contains the contract terms and conditions which will form the basis of any contract between the State and the highest scoring offeror. In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract, along with any attachments prepared by the State, will govern in the same order of precedence as listed in the contract.

1.4.3 Mandatory Requirements. To be eligible for consideration, an offeror ***must*** meet the intent of all mandatory requirements. The State will determine whether an offeror's RFP response complies with the intent of the requirements. RFP responses that do not meet the full intent of all requirements listed in this RFP may be subject to point reductions during the evaluation process or may be deemed non-responsive.

1.4.4 Understanding of Specifications and Requirements. By submitting a response to this RFP, the offeror agrees to an understanding of and compliance with the specifications and requirements described in this RFP.

1.4.5 Prime Contractor/Subcontractors. The highest scoring offerors will be the prime contractors if contract is awarded and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the proposal. The State reserves the right to approve all subcontractors. The Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of

persons employed directly by the Contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and the State.

1.4.6 Offeror's Signature. An individual authorized to legally bind the business submitting the proposal must sign the proposals in blue ink. The offeror's signature on a proposal in response to this RFP guarantees that the offer has been established without collusion and without effort to preclude the State of Montana from obtaining the best possible supply or service. Proof of authority of the person signing the RFP response must be furnished upon request.

1.4.7 Offer in Effect for 120 Days. A proposal may not be modified, withdrawn or canceled by the offeror for a 120-day period following the deadline for proposal submission as defined in the Schedule of Events, or receipt of best and final offer, if required, and offeror so agrees in submitting the proposal.

1.5 SUBMITTING A PROPOSAL

1.5.1 Organization of Proposal. Offerors must organize their proposal into sections that follow the format described in Section 3.0.4 of this RFP. Each section must be separated by labeled tabs. A point-by-point response to all numbered sections, subsections, and appendices is required. All Proposal assurances and attachments should be included as Appendix B and be labeled as "Assurances and Documents of Compliance".

1.5.2 Failure to Comply with Instructions. Offerors failing to comply with these instructions may be subject to point deductions. The State may also choose to not evaluate, may deem non-responsive, and/or may disqualify from further consideration any proposals that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

1.5.3 Multiple Proposals. Offerors may not submit multiple proposals.

1.5.4 Copies Required and Deadline for Receipt of Proposals. Offerors must submit one original proposal and four copies (the copies do not need to be placed in binders) to the Early Childhood Services Bureau/DPHHS. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the RFP 0702PROS. ***Proposals must be received at the receptionist's desk of the Early Childhood Services Bureau/DPHHS prior to 5:00 p.m. local time, September 8, 2006. Facsimile responses to requests for proposals are NOT accepted.***

1.5.5 Late Proposals. ***Regardless of cause, late proposals WILL NOT be accepted and will be automatically disqualified from further consideration.*** It shall be the offeror's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late proposals will not be opened and may be returned to the offeror at the expense of the offeror or destroyed if requested.

1.6 COST OF PREPARING A PROPOSAL

1.6.1 State Not Responsible for Preparation Costs. The costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the State are entirely the responsibility of the offeror. The State is not liable for any expense incurred by the offeror in the preparation and presentation of their proposal or any other costs incurred by the offeror prior to execution of a contract.

1.6.2 All Timely Submitted Materials Become State Property. All materials submitted in response to this RFP become the property of the State and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the State and offeror resulting from this RFP process.

SECTION 2: RFP STANDARD INFORMATION

2.0 AUTHORITY

This RFP is issued under the authority of section 18-4-304, MCA (Montana Code Annotated) and ARM 2.5.602 (Administrative Rules of Montana). The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. No other evaluation criteria, other than as outlined in the RFP, will be used.

2.1 OFFEROR COMPETITION

The State encourages free and open competition among offerors. Whenever possible, the State will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy the State's need to procure technically sound, cost-effective services and supplies.

2.2 RECEIPT OF PROPOSALS AND PUBLIC INSPECTION

2.2.1 Public Information. All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the time for receipt of proposals has passed with the following four exceptions: (1) bona fide trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, chapter 14, part 4, MCA, that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by the State; (3) any company financial information requested by the State to determine vendor responsibility, unless prior written consent has been given by the offeror as set out in section 18-4-308, MCA; and (4) other constitutional protections. See Mont. Code Ann. § 18-4-304.

2.2.2 Procurement Officer Review of Proposals. Upon opening the proposals received in response to this RFP, the procurement officer in charge of the solicitation will review the proposals and separate out any information that meets the referenced exceptions in Section 2.2.1 above, providing the following conditions have been met:

- Confidential information is clearly marked and separated from the rest of the proposal.
- The proposal does not contain confidential material in the cost or price section.
- An affidavit from an offeror's legal counsel attesting to and explaining the validity of the trade secret claim as set out in Title 30, chapter 14, part 4, MCA, is attached to each proposal containing trade secrets. Counsel must use the State of Montana "Affidavit for Trade Secret Confidentiality" form in requesting the trade secret claim. This affidavit form is available on the General Services Division's website at: <http://www.discoveringmontana.com/doa/gsd/procurement/forms.asp> or by calling (406) 444-2575.

Information separated out under this process will be available for review only by the procurement officer, the evaluation committee members, and limited other designees. Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

2.3 CLASSIFICATION AND EVALUATION OF PROPOSALS

2.3.1 Initial Classification of Proposals as Responsive or Nonresponsive. All proposals will initially be classified as either "responsive" or "nonresponsive," in accordance with ARM 2.5.602. Proposals may be found nonresponsive any time during the evaluation process or contract negotiation if any of the required information is not provided; the submitted price is found to be excessive or inadequate as

measured by criteria stated in the RFP; or the proposal is not within the plans and specifications described and required in the RFP. ***If a proposal is found to be nonresponsive, it will not be considered further.***

2.3.2 Determination of Responsibility. The procurement officer will determine whether an offeror has met the standards of responsibility in accordance with ARM 2.5.407. Such a determination may be made at any time during the evaluation process and through contract negotiation if information surfaces that would result in a determination of nonresponsibility. If an offeror is found nonresponsive, the determination must be in writing, made a part of the procurement file and mailed to the affected offeror.

2.3.3 Evaluation of Proposals. The evaluation committee will evaluate the remaining proposals and recommend whether to award the contract to the highest scoring offeror or, if necessary, to seek discussion/negotiation or a best and final offer in order to determine the highest scoring offeror. All responsive proposals will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the State may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, and contractual factors. These scores will be used to determine the most advantageous offering to the State.

2.3.4 Completeness of Proposals. Selection and award will be based on the offeror's proposal and other items outlined in this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by offerors outside the formal response or subsequent discussion/negotiation or "best and final offer," if requested, will not be considered, will have no bearing on any award, and may result in the offeror being disqualified from further consideration.

2.3.5 Achieve Passing Score. Any proposal that fails to achieve a passing score for any part/section for which a passing score is indicated will be eliminated from further consideration.

2.3.6 Opportunity for Discussion/Negotiation and/or Oral Presentation/Product Demonstration. After receipt of all proposals and prior to the determination of the award, the State may initiate discussions with one or more offerors should clarification or negotiation be necessary. Offerors may also be required to make an oral presentation and/or product demonstration to clarify their RFP response or to further define their offer. In either case, offerors should be prepared to send qualified personnel to Helena, Montana, to discuss technical and contractual aspects of the proposal. Oral presentations and product demonstrations, if requested, shall be at the offeror's expense.

2.3.7 Evaluation Committee Recommendation for Contract Award. The evaluation committee will provide a written recommendation for contract award to the procurement officer that contains the scores, justification and rationale for its decision. The procurement officer will review the recommendation to ensure its compliance with the RFP process and criteria before concurring in the evaluation committee's recommendation. The HCSD Administrator will make the final award decision.

2.3.8 Award Notice. Upon concurrence with the evaluation committee's recommendation for contract award, the procurement officer will issue a "Notice of Award" to the highest scoring offeror. This document will contain information on any documents needed to finalize a contract. This may include a request for current proof of insurance, proof of workers compensation coverage, or any other necessary document. Receipt of the "Notice of Award" does not constitute a contract and no work may begin until a contract signed by all parties is in place. The procurement officer will notify all other offerors of the State's intent to begin contract negotiation with the highest scoring offeror.

2.3.10 Contract Negotiation. Upon issuance of the "Notice of Award," the procurement officer and/or state agency representatives may begin contract negotiation with the responsive and responsible offeror whose proposal achieves the highest score and is, therefore, the most advantageous to the State. If contract negotiation is unsuccessful or the highest scoring offeror fails to provide necessary documents or

information in a timely manner, or fails to negotiate in good faith, the State may terminate negotiations and begin negotiations with the next highest scoring offeror.

2.3.11 Contract Award. Contract award, if any, will be made to the highest scoring offeror who provides all of the required documents and successfully completes contract negotiation. A formal contract incorporating the final response to this RFP and utilizing the Department's standard contract format will be issued. All parties will execute the contract incorporating the Standard Terms and Conditions attached as Appendix A.

2.4 STATE'S RIGHTS RESERVED

While the State has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the State of Montana to award and execute a contract. Upon a determination such actions would be in its best interest, the State, in its sole discretion, reserves the right to:

- cancel or terminate this RFP (Mont. Code Ann. § 18-4-307, MCA);
- reject any or all proposals received in response to this RFP (ARM 2.5.602);
- waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal (ARM 2.5.505);
- not award if it is in the best interest of the State not to proceed with contract execution (ARM 2.5.602); or
- if awarded, terminate any contract if the State determines adequate state funds are not available (Mont. Code Ann. § 18-4-313).

SECTION 3: SCOPE OF PROJECT

3.0 INFORMATION FOR OFFERORS

3.0.1 Goal of this Request for Proposals

Mission Statement for Early Childhood Inclusion

“In Montana we share a vision that celebrates diversity and provides the necessary resources to ensure high quality choices for all children and their families.”

This RFP seeks to strengthen the existing child care system in Montana to better meet the needs of children with special needs and their families through the delivery of extensive services that include training, technical assistance, program coordination and consultation.

The focus of this five-year project will be on:

- Meeting the child care needs of families of children with disabilities or other special needs.
- Assisting child care professionals in creating and adapting environments to meet the needs of all children in their programs.
- Coordinating statewide inclusion services in support of families who have children with special needs through the provision of training and technical assistance to Child Care Resource and Referral Child Development Specialists, and to Family Support Specialists regarding the State’s Child Care and Development Fund (CCDF) special needs services for children in child care.
- Providing consultation to families and to child care providers who care for children with special needs so that these children are fully included in the natural environment of the child care setting.
- Participating in national, state and community collaborations and partnerships that support high quality child care and inclusive practices so that all children can succeed.

Ultimately outcomes of this project should increase in the number of children in inclusive child care environments; increase the capacity and skills of child care providers to care for children with special needs; and increase the level of confidence parents have with their child care arrangements.

This project is funded as part of the State of Montana’s “Best Beginnings” quality childcare initiatives and contingent upon continued Federal funding through the Child Care and Development Fund.

Up to \$86,000 is available for *Child Care Inclusion Services and Coordination*. The department anticipates funding one, one-year contract renewable for up to five years. The contract awarded will be limited to a maximum of \$86,000. There are no matching funds required for this project proposal.

3.0.2 Who May Apply Well qualified, non-profit human services and/or educational organizations who are capable of employing a “Statewide Child Care Inclusion Coordinator”, and managing an on-going statewide initiative.

3.0.3 Services to be Provided One key to successful inclusion of young children in child care is the provision of training, technical assistance and support to involved staff. Montana seeks to strengthen its systematic approach to infuse inclusive practices into the greater child care community through the funding of a “Statewide Inclusion Coordinator”. This position will be a full FTE and responsible for coordinating child care inclusion activities on a statewide basis.

The person employed in this position will be responsible for:

1. The oversight of the Best Beginnings Child Care Special Needs Scholarship program.
 - This includes approving rates based on the cost of care and assisting families and CCR&R Early Childhood Specialists creation of appropriate child care plans.
 - Working with parents and parent organizations and providing training on the Best Beginnings Special Needs Scholarship program and educating families on how to include child care services in an Individualized Family Service Plan (IFSP) or Individualized Education Plan (IEP).
2. The provision of training and technical assistance to CCR&R agency Early Childhood Specialists and trainers in the area of high quality child care and inclusion of children with disabilities. This includes:
 - Direct training to the CCR&R Early Childhood Specialists (and other interested early childhood professionals) – by providing regularly scheduled Institutes on Inclusion.
 - The provision of on-site training in each CCR&R region annually to provide consultation, mentoring and training to CCR&R Early Childhood Specialists and to offer training to local child care providers by participating in regional mini-conferences and other training events as appropriate.
 - Participation in the CCR&R trainer's quarterly conference call, which is held the first Monday of the quarter at 9:30 am.
 - Establishing a plan to work with each of the 12 CCR&R Early Childhood Specialists in order to support training new staff, establish preferred methods of consultation (conference calls, e-mail, etc.), facilitate inter-agency cross training at the local level to assure that CCR&R Early Childhood Specialists are familiar with local resources (examples include: Part C, Part B, medical services, mental health services, Head Start, etc.) and be able to make referrals if appropriate.
3. Acting as the liaison between Part B and Part C services and child care services. The intention of this assignment is to build collaborations and linkages between these groups. This includes facilitation of discussion, planning, consultation, and training with regard to quality child care issues.
4. Organizing and facilitating meetings of the *Statewide Inclusion Team* to further support strong linkages between early childhood disability service providers and child care. The *Statewide Inclusion Team* was established to inform policy as well as the work of the State Inclusion Coordinator. This group shall meet at least twice per year (but could meet more based on needs and priorities).

Required members of the statewide Inclusion Team include representatives from the following groups:

- Part C of the Individuals with Disabilities Education Act (IDEA) – Infant and Toddler services;
- Part B of IDEA – services to children age 3 through school age;
- Head Start ~~or~~ and Early Head Start;
- Child Care Plus+;
- The Early Childhood Services Bureau;
- The Early Childhood Project; and
- Child Care Resource & Referral.

Optional Partners of this Council:

- Early Childhood Comprehensive Services (ECCS);
- Comprehensive Systems of Personnel Development (CSPD);
- PLUK (Parents Let's Unite for Kids);
- Parents;
- Local Family Support Specialist; or
- Other professional service providers (child psychologists, speech pathologists, mental health specialist, special education teacher etc.)

5. The provision of training and technical assistance to child care providers and other professionals engaged in caring for children with special needs. These trainings should be based on up to date research, best practice and training needs and includes:
 - Staying current with national trends, research and promising practice through attendance at National conferences and other appropriate continuing education opportunities.

- Using a variety of methodologies to provide training and technical assistance on a statewide basis. This includes but is not limited to on-site visits and/or assessment, telephone consultation, formal training sessions or use of the Internet.
- Developing products and resources for inclusive child care. This can be accomplished through newsletters, web sites and other information dissemination mechanisms.
- Attending and offering training at the Montana Early Childhood Conference.

3.0.4 Contents and Format of Proposal A proposal must contain all of the following elements arranged in the following order:

1. Table of Contents
2. Offeror's Experience and Capabilities:
 - Administration;
 - Resources/supports;
 - Agency experience and capabilities;
 - Supporting Documents
 - Resumes'
 - Letters of Commitment
 - References
3. Project Description:
 - Project description;
 - Project goals, and objectives ;
 - Description of service delivery / work plan including a detailed timeline;
4. Budget and Budget Narrative
5. Assurances and Documents of Compliance
 - Attachment C –Certification of compliance with Certain Requirements for DPHHS Contractors
 - Attachment D - Assurances – Non construction Programs (SF 424B – Rev 7-97)
<http://www.acf.hhs.gov/programs/ofs/grants/sf424b.pdf>
 - Attachment E - Proof of Workman's Compensation or Independent Contractor's Exemption
 - Attachment F - Proof of applicable incorporation, non-profit or government status.
 - Attachment G - Proof of insurance coverage.
 - Attachment H - Sources of Information on the Privacy, Transactions and Security Requirements Pertaining to Health Care Information of the Federal Health Insurance Portability and Accountability Act (HIPAA).

3.1 TABLE OF CONTENTS

3.1.1 Table of Contents This section should include a table of contents that includes page numbers.

3.2 OFFEROR'S EXPERIENCE AND CAPABILITIES

3.2.1 Administration This section should provide general information about the administrative capabilities of the offeror's organization. This section must include, but is not limited to, the following:

- The address and telephone number of the applicant, the organization's corporate office and the name of the Director or Chief Executive;
- Names and addresses of board members, if applicable; and
- The agency's Employer Identification Number (EIN).

3.2.2 Resources / Supports This section should identify the community and organizational features to be used that are necessary for or complementary to the delivery of services. This section must include, but is not limited to the following:

- Agency resources,
- computer and software capabilities, and
- Any proposed coordination or sub-contractual agreements.

3.2.3 Agency Experience and Capabilities This section provides information about the offeror's general background, relevant experience, and qualifications necessary for the effective delivery of the required services. This section must include, but is not limited to, the following:

1. A description of the primary purpose, mission or goals of the organization;
2. A description of all of the services provided by the applicant or organization, including the locations of service sites;
3. A narrative describing the offeror's experience as it relates to this project; and
4. Any additional information related to the offeror's organization, personnel, and experience that would substantiate its qualifications and capabilities to perform the services described.

Supporting Documentation

5. Résumé's of key personnel that may be directly involved with the program/ project; if staff is not currently hired to fulfill the roles of the project, include the proposed job roles related to this project,
6. Letters of commitment for the proposal that demonstrate familiarity with the specifics of the proposal submitted;
7. A list of persons with addresses, phone numbers, and e-mail addresses who are familiar with the delivery of similar services by the offeror to the Department in the past or to other programs similar to that of the Department.

3.3 PROJECT DESCRIPTION

3.3.1 Project Description

The Project Description emphasizes the principal features of the proposal. This section must include a description of how the agency and the State Inclusion Coordinator will meet the overall intent of this initiative:

Mission Statement for Early Childhood Inclusion "In Montana we share a vision that celebrates diversity and provides the necessary resources to ensure high quality choices for all children and their families."

3.3.2 Project Goals, Objectives This section should address the goals and objectives set forth for this initiative. Learner outcomes should also be included for any proposed training sessions that will be offered. (The Early Childhood Services Bureau is specifically interested in a project that includes a follow up component that addresses learner outcomes related to professional practice. Follow-up components should include how the training, technical assistance and/or mentoring resulted in positive practice or change.)

GOALS AND OBJECTIVES:

1. Meeting the child care needs of families of children with disabilities or other special needs.
2. Assisting child care professionals in creating and adapting environments to meet the needs of all children in their programs.
3. Coordinating statewide services in support of families who have children with special needs through the provision of training and technical assistance to Child Care Resource and Referral Early Childhood Specialists, and to Family Support Specialists regarding the State's Child Care and Development Fund (CCDF) Special Needs Scholarship and Special Needs Services for children in child care.

- a. Educating families, child care providers, and family support specialists about how to include child care services in Individualized Family Service Plans (IFSP) and Individualized Education Programs (IEP) through training and technical assistance activities.
 - b. Supporting trainers in embedding inclusion in existing training opportunities by providing technical assistance and training to trainers.
 - c. Collaborating with early intervention and related service providers by providing technical assistance, developing training materials, and facilitating links to local Child Care Resource and Referral agencies.
 - d. Approving rates based on the cost of care and assisting families and CCR&R Early Childhood Specialists in the creation of appropriate child care plans.
4. Providing consultation to families and to child care providers statewide who care for children with special needs so that these children are fully included in the natural environment of the child care setting.
 - a. Providing consultation and training for child care providers to help them implement and sustain the spirit of the Americans with Disabilities Act and principles of inclusion,
 - b. Providing information about the project, inclusive child care, and related issues via statewide newsletters, websites, and dissemination of products.
 5. Participating in national, state and community collaborations and partnerships that support high quality care and inclusive practices so that all children can succeed.
 - a. Collaborating with state level partners in the development and implementation of policies and practices that promote inclusive child care environments.
 - b. Utilizing the State Inclusion Team to inform the work of the State Inclusion Specialist.
 - c. Collaborating with Child Care Resource and Referral programs to insure that referral services are available to families of children with special needs.
 - d. Collaborating with other service providers and resources who work with children with disabilities and their families within Montana as well as throughout the country.
 - e. Bringing innovation to Montana's child care system by monitoring national trends, resources, and products and helping to promote increased access to inclusive child care resources.
 6. Tracking progress and documenting lessons learned to verify the need for future support of inclusive child care efforts.

3.3.3 Description of Service Delivery / Work Plan This section must include a work plan in a table format that includes tasks and timelines.

3.4 BUDGET AND BUDGET NARRATIVE

3.4.1 Budget and Budget Narrative This section provides the financial information and describes the financial practices of the offeror by which the Department can assess the appropriateness and cost-effectiveness of service delivery. This section must include, but is not limited to the following:

1. A budget for the project; not to exceed \$86,000.
 - A personnel line item that is adequate to competitively fund a full-time FTE for the State Inclusion Coordinator; and
 - A travel line item that is adequate to allow for the State Inclusion Coordinator to travel to each CCR&R district at least one time per year and to one national conference or training on topics related to Inclusion.
2. A budget narrative describing the costs associated with each of the offeror's proposed budget line items.
3. The name, address and phone number of the financial officer or other responsible fiscal person designated by the applicant organization.

Matching funds: There are no required matching funds for this project. However, if additional, independent, non-DPHHS financial support for the project has been secured; the proposal should identify what those additional funds are and how they would be used to accomplish this project in conjunction with any DPHHS funds that might be awarded.

Indirect Funds: Indirect funds for this project are limited to 8% of total contract.

Quarterly Reports: Reports must be submitted to the ECSB quarterly.

3.5 ASSURANCES AND DOCUMENTS OF COMPLIANCE

Assurance and Documents of Compliance Federal Regulations require that potential offeror's sign and return with their proposal:

Attachment C:	Certification of Compliance with Certain Requirements for DPHHS Contractors
Attachment D:	Assurances – Non Construction Programs (SF 424B – Rev 7-97) http://www.acf.hhs.gov/programs/ofs/grants/sf424b.pdf
Attachment E:	Proof of Worker's Compensation or Independent Contractor's Exemption
Attachment F:	Proof of applicable incorporation, non-profit or government status
Attachment G:	Proof of Insurance Coverage
Attachment H:	Sources of Information on the Privacy, Transactions and Security Requirements Pertaining to Health Care Information of the Federal Health Insurance Portability and Accountability Act (HIPAA)

If your organization is debarred or suspended from receiving federal funds and you wish to apply, please contact Renne't Sarbu, Procurement Officer.

SECTION 4: OFFEROR QUALIFICATIONS

4.0 STATE'S RIGHT TO INVESTIGATE AND REJECT

The State may make such investigations as deemed necessary to determine the ability of the offeror to provide the supplies and/or perform the services specified. The State reserves the right to reject any proposal if the evidence submitted by, or investigation of, the offeror fails to satisfy the State that the offeror is properly qualified to carry out the obligations of the contract. *This includes the State's ability to reject the proposal based on negative references.*

SECTION 5: EVALUATION CRITERIA

5.0 EVALUATION CRITERIA

Review Process:

- Proposals will be screened for completeness by the ECSB staff. Any changes or notations made by ECSB staff will be marked in red.
- Proposals received after 5 p.m. on September 8, 2006 will not be considered.
- Incomplete proposals will not be considered.
- The ECSB will do a math check on the budgets and budget narrative.
- Proposals will be scored in the following manner:
 1. Each proposal will be read by at least 2 readers.
 2. An Evaluation Committee will hold a properly noticed grant evaluation meeting to discuss each proposal and arrive at a consensus score.
 3. Proposals will be scored using the process outlined in Section 5.1 of these grant application instructions. A final score will be given based on the following criteria:

SCORING GUIDE

A maximum total number of points available are set out in the RFP's evaluation criteria section. Each category of evaluation criteria will be broken down further with points assigned to each. Applications scoring in the failed or poor response categories will not be considered for funding. In awarding these points, please consider the following guidelines:

Superior Response (95-100%): A superior response will be a highly comprehensive, excellent reply that meets all of the requirements of the areas within that category. In addition, the response covers areas not originally addressed within the RFP category and includes additional information and recommendations that would prove both valuable and beneficial to the agency. This response is considered to be an excellent standard, demonstrating the offeror's authoritative knowledge and understanding of the project.

Very Good Response (85-94%): A very good response will provide useful information, while showing experience and knowledge within the category. The proposal is well thought out and addresses all requirements set forth in the RFP. The offeror provides insight into their expertise, knowledge and understanding of the subject matter.

Good Response (75-84%): A good response meets all the requirements and has demonstrated in a clear and concise manner a thorough knowledge and understanding of the subject matter. This response demonstrates an above average performance with no apparent deficiencies noted.

Fair Response (65-74%): A fair response meets the requirements in an adequate manner. This response demonstrates an ability to comply with guidelines, parameters, and requirements with no additional information put forth by offeror.

Poor Response (60-64%): A poor response minimally meets most requirements set forth in the RFP. The offeror has demonstrated knowledge of the subject matter only.

Failed Response (0-59%): A failed response does not meet the requirements set forth in the RFP. The offeror has not demonstrated knowledge of the subject matter.

5.1 EVALUATION COMMITTEE

The evaluation committee will review and evaluate the offers according to the following criteria based on a **maximum possible value of 100 points**.

Table of Contents	Pass/Fail
Section of RFP 3.1	

This section should include a table of contents.

Offeror's Experience and Capabilities	Possible points 20
Section of RFP 3.2	Minimum points necessary 13

This section is an evaluation of information related to the offeror's organization, personnel, and experience that would substantiate its qualifications and capabilities to perform the service described. The evaluation includes:

1. Administrative capabilities of the organization in relation to the delivery of services;
2. Resources and supports of the organization that can be applied to the delivery of services;
3. A description of the agency's general background, relative experience and qualifications in relation to the delivery of the desired services. Any additional information related to the offeror's organization, personnel, and experience that would substantiate its qualifications and capabilities to perform the services described.
4. Supporting documentation to include:
 - letters of commitment from partners that demonstrate familiarity with the specifics of the proposal submitted,
 - resumes or job descriptions of key personnel that may be directly involved with the project, and
 - A list of persons with addresses, phone numbers, and e-mail addresses who are familiar with the delivery of similar services by the offeror to the Department in the past or to other programs similar to that of the Department;

Project Description	Possible points 65
Section of RFP 3.3	Minimum points necessary 42

This section is an evaluation of information presented by the offeror to substantiate the offeror's understanding of the duties and responsibilities and to determine the feasibility and quality of the offeror's proposed performance. The evaluation includes:

1. Summary of the offeror's proposal;
2. A thorough work plan that aligns with the mission of for Inclusion in the state. This should include goals, objectives, tasks, and timelines;
3. The appropriate application of adult learning principles and the inclusion of learner outcomes that includes follow up for any proposed training; and
4. Appropriateness, quality, and effectiveness of the proposed project as in relationship to the statewide inclusive child care needs.
5. A viable process for tracking progress and documenting lessons learned.

Budget	Possible points 15
Section of RFP 3.4	Minimum points necessary 10

This section includes an evaluation of the proposed budget to determine whether the offeror has an appropriate budget proposal for purposes of adequate and competent performance of the contractual duties and responsibilities. This section includes evaluation of:

1. Whether the budget categories are appropriate and acceptable for performance;
2. Adequate funding to support a full-time FTE and statewide travel.
3. Whether the sums designated in the budget are appropriate for the various particulars of performance; and
4. A thorough narrative describing the proposed expenditures.

Assurances Section 3.5	Pass/Fail
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Federal regulations require that potential offeror's sign and return with their proposal:

Attachment C:	Certification of Compliance with Certain Requirements for DPHHS Contractors
Attachment D:	Assurances – Non Construction Programs (SF 424B – Rev 7-97) http://www.acf.hhs.gov/programs/ofs/grants/sf424b.pdf
Attachment E:	Proof of Worker's Compensation or Independent Contractor's Exemption
Attachment F:	Proof of applicable incorporation, non-profit or government status
Attachment G:	Proof of Insurance Coverage
Attachment H:	Sources of Information on the Privacy, Transactions and Security Requirements Pertaining to Health Care Information of the Federal Health Insurance Portability and Accountability Act (HIPAA)

If your organization is debarred or suspended from receiving federal funds and you wish to apply, please contact Renne't Sarbu, Procurement Officer, DPHHS/HCSO, Early Childhood Services Bureau.

APPENDIX A: STANDARD TERMS AND CONDITIONS

Standard Terms and Conditions

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Mont. Code Ann. § 18-4-141.)

AUTHORITY: The following bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

DISABILITY ACCOMMODATIONS: The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals, who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases or limited solicitations **ONLY** if they are completely received by the State Procurement Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are **ONLY** accepted on an exception basis with prior approval of the procurement officer.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or, fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

REFERENCE TO CONTRACT: The contract or purchase order number **MUST** appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may

want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://www.sos.state.mt.us>.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of any ambiguity, inconsistency, or error, which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Mont. Code Ann. § 18-5-603.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning non-visual access standards.

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

UNAVAILABILITY OF FUNDING: The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Mont. Code Ann. § 18-4-313 (3).)

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: the laws of Montana govern this solicitation. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Mont. Code Ann. § 18-1-401.)

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.

**DEPARTMENT CERTIFICATION FORM –
CERTIFICATION OF COMPLIANCE WITH CERTAIN REQUIREMENTS FOR DEPARTMENT OF
PUBLIC HEALTH & HUMAN SERVICES CONTRACTORS
(MAY 2003)**

The Contractor, _____, for the purpose of contracting with the Montana Department of Public Health & Human Services, certifies to the Department its compliance, as may be applicable to it, with the following:

- A. That the Contractor does not act in collusion with other contractors for the purpose of gaining unfair advantages for it or other contractors or for the purpose of providing the services at a noncompetitive price or otherwise in a noncompetitive manner.
- B. That the Contractor is an independent contractor; that it maintains necessary and appropriate workers compensation and unemployment insurance coverage; that it is solely responsible for and must meet all labor and tax law requirements pertaining to its employment and contracting activities, inclusive of insurance premiums, tax deductions, tax withholding, overtime wages and other employment obligations that may be legally required with respect to it.
- C. That the Contractor, any employee of the Contractor, or any significant subcontractor in the performance of the duties and responsibilities of the proposed contract, are not currently suspended, debarred, or otherwise prohibited from entering into a federally funded contract or participating in the performance of a federally funded contract.
- D. That the Contractor is in compliance with all of the privacy, electronic transmission, coding and other requirements of the Health Insurance Portability And Accountability Act of 1996 and its implementing rules as may be applicable to the Contractor.
- E. That the Contractor, if receiving federal monies, does not expend federal monies in violation of federal legal authorities prohibiting expenditure of federal funds on lobbying federal and state legislative bodies or for any effort to persuade the public to support or oppose legislation.
- F. That the Contractor, if receiving federal monies, prohibits smoking at any site of federally funded activities that serve youth under the age of 18. This is not applicable to sites funded with Medicaid monies only or to sites used for inpatient drug or alcohol treatment.
- G. That the Contractor, if receiving federal monies, maintains drug free environments at its work sites, providing required notices, undertaking affirmative reporting, et al., as required by federal legal authorities.
- H. That the Contractor manages any real, personal, or intangible property purchased or developed with federal monies in accordance with federal legal authorities.
- I. That the Contractor, if receiving federal monies, is not delinquent in the repayment of any debt owed to a federal entity.
- J. That the Contractor, if expending federal monies for construction purposes or otherwise for property development, complies with federal legal authorities relating to flood insurance, historic properties, relocation assistance for displaced persons, elimination of architectural barriers, metric conversion, and environmental impacts.

- K. That the Contractor, if expending federal monies for research purposes, complies with federal legal authorities relating to use of human subjects, animal welfare, bio-safety, misconduct in science and metric conversion.
- L. That the Contractor, if receiving \$100,000 or more in federal monies, complies with all applicable standards and policies relating to energy efficiency which are contained in the state energy plan issued in compliance with the federal Energy Policy and Conservation Act.

The Contractor is obligated during the duration of the contractual relationship to abide by those requirements pertinent to it in accordance with the governing legal authorities.

Not all of these assurances may be pertinent to the Contractor's circumstances. This certification form, however, is standardized for general use and signing it is intended to encompass only provisions applicable to the circumstances of the Contractor in relation to the federal and state monies that are being received.

These assurances are in addition to those stated in the federal OMB 424B (Rev. 7-97) form, known as "**ASSURANCES - NON-CONSTRUCTION PROGRAMS**", issued by the federal Office of Management of the Budget (OMB). Standard Form 424B is an assurances form that must be signed by the Contractor if the Contractor is to be in receipt of federal monies.

There may be program specific assurances, not appearing either in this form or in the OMB Standard Form 424B, that the Contractor may have to provide by certification.

This form, along with OMB Standard Form 424B, are to be provided with original signature to the Department's contract liaison. The Department maintains the completed forms in the pertinent purchase and contract files.

Further explanation of several of the requirements certified through this form may be found in the Department's standard Request For Proposal (RFP) format document, standard contracting requirements document, and set of standard contract provisions. In addition, detailed explanations of federal requirements may be obtained through the Internet at sites for the federal departments and programs and for Office for Management of the Budget (OMB) and the General Services Administration (GSA).

INSERT NAME OF CONTRACTOR

By: _____ Date _____

Typed/Printed Name as _____
Title

Address

Phone Number

Federal I.D. Number

The Department's "**POLICY ON STANDARD CONTRACTUAL TERMS**" has been prepared by the DPHHS Office of Legal Affairs.

ATTACHMENT D

ASSURANCES – Non-construction Programs (SF 424B – Rev 7-97)

This form may be obtained from the Administration for Children and Families at the following web site:

<http://www.acf.hhs.gov/programs/ofs/grants/sf424b.pdf>

SOURCES OF INFORMATION ON THE PRIVACY, TRANSACTIONS AND SECURITY REQUIREMENTS PERTAINING TO HEALTH CARE INFORMATION OF THE FEDERAL HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

The following are sources of information concerning the applicability of and implementation of the privacy, transactions and security requirements of HIPAA. The Department Of Public Health & Human Services requires that contractors generating, maintaining, and using health care information in relation to recipients of State administered and funded services be compliant with the requirements of HIPAA.

There can be difficulty in interpreting the applicability of HIPAA to an entity. It is advisable to retain knowledgeable consultants or attorneys to advise concerning determinations of applicability.

Those parties maintaining them may change Websites specified here without notice.

FEDERAL RESOURCES

The following are official federal resources in relation to HIPAA requirements. These are public sites.

- 1) U.S. Department Of Health & Human Services / Centers For Medicare & Medicaid Services

www.cms.gov/hipaa

The federal Department Of Health & Human Services / Centers For Medicare & Medicaid Services (CMS) provides information pertaining to transactions, security and privacy requirements under HIPAA including the adopted regulations and various official interpretative materials. CMS is responsible for the implementation nationally of the transactions and security aspects of HIPAA.

- 2) U.S. Department Of Health & Human Services / Office Of Civil Rights

www.hhs.gov/ocr/hipaa

The federal Department Of Health & Human Services / Office Of Civil Rights (OCR) provides information pertaining to privacy requirements under HIPAA including the adopted regulations and various official interpretative materials. This site includes an inquiry service. OCR is responsible for the implementation of the privacy aspects of HIPAA and serves as both the official interpreter for and enforcer of the privacy requirements.

- 3) U.S. Department Of Health & Human Services / Centers For Disease Control & Prevention

www.cdc.gov/privacyrule

The federal Department Of Health & Human Services / Centers For Disease Control & Prevention (CDC) provides information pertaining to the application of privacy requirements under HIPAA to public health activities and programs.

OTHER NATIONAL PUBLIC RESOURCES

WEDI/SNIP

www.wedi.org/snip

The Workgroup For Electronic Data Interchange is a collaborative national effort, inclusive of the federal entities, that has undertaken a broad effort at the implementation of HIPAA, in particular the electronic transactions and security aspects, known as the Strategic National Implementation Process. There are several regional and state based WEDI/SNIP efforts. There is not one, however, that covers Montana.

STATE RESOURCES

1) Montana Collaborative Website

www.hipaamontana.com

This site is a collaborative website of several entities, including the Department Of Public Health & Human Services, that provides information to the public on HIPAA as it relates to entities in Montana. The Department's policies and forms, pertaining to implementation of HIPAA, appear at this site. This site also provides an analysis as to the interplay of HIPAA with Montana laws on confidentiality.

2) Department Website For Medicaid Providers

www.mtmedicaid.org

This site provides information for providers of services funded with Medicaid monies. HIPAA requirements in relation to Medicaid state plan services are described at this site.

PROVIDER ASSOCIATIONS

Many national and state provider associations have developed extensive resources for their memberships concerning HIPAA requirements. Those are important resources in making determinations as to the applicability and implementation of HIPAA.

CONSULTANT RESOURCES

There are innumerable consulting resources available nationally. The Department does not make recommendations or referrals as to such resources. It is advisable to pursue references before retaining any consulting resource. Some consulting resources have proven to be inappropriate for certain types of entities and circumstances and some may lack the necessary knowledge concerning the applicability and implementation of HIPAA.

INSERT NAME OF CONTRACTOR

By: _____ Date _____

as _____
Typed/Printed Name Title

Address

Phone Number

Federal I.D. Number